

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE <div style="text-align: center;">J</div>		PAGE OF PAGES <div style="display: flex; justify-content: space-between;"><div>1</div><div>2</div></div>	
2. AMENDMENT/MODIFICATION NO. <div style="text-align: center;">0005</div>		3. EFFECTIVE DATE <div style="text-align: center;">03-Mar-2003</div>		4. REQUISITION/PURCHASE REQ. NO. <div style="text-align: center;">W26GLG-2275-1827</div>		5. PROJECT NO.(If applicable)	
6. ISSUED BY <div style="font-size: small;">CONTRACTING OFFICE (CA/CW) US ARMY ENGR DIST NORFOLK ATTN: CENAO-SS-C 803 FRONT STREET NORFOLK VA 23510-1096</div>		CODE <div style="text-align: center;">DACW65</div>		7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; font-weight: bold;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X 9A. AMENDMENT OF SOLICITATION NO. DACW65-03-B-0001			
				X 9B. DATED (SEE ITEM 11) 29-Oct-2002			
				10A. MOD. OF CONTRACT/ORDER NO.			
				10B. DATED (SEE ITEM 13)			
CODE		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input checked="" type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) AMENDMENT NO. 0005 to DACW65-03-B-0001, Phase I, Embry Dam Removal Project, Sediment Removal, Placement Area Construction, Rappahannock River, Fredericksburg, VA.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
				TEL: _____ EMAIL: _____			
15B. CONTRACTOR/OFFEROR  _____ (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED  03-Mar-2003	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

**The following items are applicable to this modification:**

CONTINUATION

1. BID OPENING DATE AND TIME ARE HEREBY POSTPONED TO MARCH 13, 2003 AT 2:00 PM in the Norfolk District, Corps of Engineers, 803 Front Street, Norfolk, VA 23510-1096.
2. Reference Amendment No. 0003 to subject project, items identified as Sections 01005; 01355; and the Submittal Register to be issued with Amendment No. 0003 were inadvertently not issued with Amendment No. 0003 and are issued with Amendment No. 0005.

## SECTION 01005

PROJECT WORK REQUIREMENTS AND RESTRICTIONS  
08/02 (AMENDED 2/03)

## PART 1 GENERAL

## 1.1 SUBMITTALS

The Contractor shall make submittals for the following listed reports and certificates as required by the specifications. The Contracting Officer may request submittals in addition to those specified when deemed necessary to adequately describe the work. Units of weights and measures used on all submittals shall be the same as those used in the contract drawings. Each submittal shall be complete and in sufficient detail to allow ready determination of compliance with contract requirements. Prior to submittal, all items shall be checked and approved by the Contractor's Quality Control (CQC) representative and each item shall be stamped, signed, and dated by the CQC representative indicating action taken in accordance with SECTION 01451. Government approval is required for submittals with a "G" designation; submittals not having a "G" designation are for information only. When used, a designation following the "G" designation identifies the office that will review the submittal for the Government. The following shall be submitted in accordance with Section 01330 SUBMITTAL PROCEDURES:

## SD-01 Preconstruction and Postconstruction Submittals

## Access Plan; G

Submit written plan with narrative description and drawings to indicate access to the site by authorized right-of-way.

## Dredging Intent Notification

Prior to commencement of dredging, submit a copy of intention to start dredging notification at same time sent to Department of Environmental Quality.

## Report of Dredging

Upon completion of dredging, submit a copy of completed Report of Dredging with data as specified to Department of Environmental Quality and Virginia Marine Fisheries.

## Advance Notice for Dredging

Contractor advance notice for dredging.

## Acceptance Section Survey Reports

Contractor request for acceptance section survey reports that will constitute before dredging surveys.

## Safety Plan; G

Authorized Plant Operators; G

Hurricane Plan; G

Diving Operations Plan; G

## 1.2 Special Work Requirements

The Contractor shall perform the scheduled dredging work with a hydraulic dredge and pipeline and place the dredged material in the Government-furnished upland placement area as indicated. All dredging, transport and placement of dredged material under this contract shall be in compliance with all conditions set forth in the Virginia Department of Environmental Quality Water Protection Permit that is included as a part of this contract at the end of SECTION 01355 ENVIRONMENTAL PROTECTION. The contract plans and specifications have been prepared to comply with this permit that was established during the planning and development of this project. Due to environmental concerns the scheduled dredging work must be accomplished during the period from July 1 2003 through 14 January 2004. The Contractor is informed of the intent to lower the river level on the upstream side of the dam and commencement of removal of the dam in February 2004; therefor, all Contractor plant shall be removed from this upstream area immediately upon completion of dredging. The Contractor is informed an Environmental Survey Assessment (ESA) was conducted on the site and the report of conclusions for this ESA is included at the end of SECTION 01355 ENVIRONMENTAL PROTECTION. The Contractor is advised that any deviations from the construction methods and procedures indicated by the plans and specifications that are not prior-approved in writing by the Contracting Officer, and any non-compliance with or violation of the conditions stated in the permits, shall be cause for the Contracting Officer issuing a stop work order. Any stop work orders issued for these causes will not be subject to time extensions or cost recovery by the Contractor. Any non-compliance with or violation of the conditions stated in the permits noted herein may result in revocation of the permits for the project and may result in criminal and civil penalties against the Contractor.

### 1.2.1 Security and Public Safety of Work Areas

The dredging area is adjacent to the Embrey Dam and somewhat accessible to the general public. The placement area is not readily accessible to the general public; however, the Contractor is informed of the presence of housing in the general vicinity. The Government will not undertake to exclude the public or restrict public access to the dredging or placement area during the work. The Contractor shall be solely responsible for protection of the public at all times for the duration of the contract and fully comply with the provisions of OSHA safe working practices and the Safety and Accident Prevention requirements of these specifications. The Contractor shall employ the use of signs, barricades, barriers, flagmen, and any other devices and measures required to assure public and worker safety at the dredging and placement areas at all times. Unless directed otherwise, the Contractor may perform the scheduled dredging work 24 hours a day, 7 days a week. Any other scheduled work shall be performed Monday

through Friday, 8:00am to 4:30pm. During dredging and material placement operations, the Contractor shall provide at least two competent employees to monitor the Contractor's operations at the placement area 24 hours a day. All lighting associated with the project shall be limited to the immediate area of active construction only. Such lighting shall be shielded, low-pressure sodium vapor lights directed to the maximum extent practical away from populated areas. During the period immediately after material placement operations have been completed and the interior of the placement area is in an undrained condition, temporary safety fencing shall be provided along the centerline of the berm to completely enclose the diked placement area for the purpose of keeping the general public from entering the area. Fencing shall be a minimum 6-foot high chain-link with posts driven into the ground at intervals to afford a secure installation throughout the full length of the fencing. Signs shall be posted at 100-foot intervals to alert any trespassers that the diked placement area contains soft bottom and is unsafe for pedestrian crossing. Fencing shall be provided at the cost of the Contractor and must be removed once the interior of the placement area is dry and final grading of the placement area is complete.

#### 1.2.2 Noise Control and Abatement

The Contractor shall employ the use of properly installed and maintained mufflers, silencers, and manufacturer's recommended sound suppressors on all plant, machinery, and equipment used on this work. The use of sound signals such as whistles, horns, or bells shall not be used if two-way radio communication can accomplish the required function. The Contractor shall not use sound signals, with the exception of those signals required for vessel operations by the U.S. Coast Guard, during the time between sunset and sunrise.

#### 1.2.3 Coordination with Other Contractors

During the period of this contract, other contracts may be in force for the construction of other features of work on or adjacent to the site of work being accomplished under this contract. The Contractor shall arrange his plant, and shall schedule and perform this work, so as to effectively cooperate with all other contractors and Government agencies. It shall be the responsibility of the Contractor on this contract to be fully informed of the extent of the limits of work to be performed by other contractors. Should there be any conflict between these limits, the Contractor shall immediately notify the Contracting Officer of the conflict, and the Contracting Officer's decision shall be final.

#### 1.2.4 Access\Egress to Placement Site

The access\egress to the placement site by vehicular transportation is available by a restricted right-of-way controlled by the City of Fredericksburg as shown on the contract drawing. This right-of-way may be used by the Contractor to access the placement site from the shore for the purpose of mobilizing and demobilizing construction equipment and delivery of materials to construct the work. The Contractor shall prepare, as a part of his Work Plan, Activity Hazard Analysis, Environmental Protection Plan and Progress Schedule, his proposed Access Plan indicating methods for

gaining access to the workplace by this right-of-way that does not unnecessarily impact convenient and safe access to and from the area by the public. Access and egress by this right-of-way is the sole responsibility of the Contractor. All roads approved for the Contractor's use shall be maintained throughout construction and restored to as good condition as existed prior to their use. The Contractor shall keep all roads free of mud and other foreign materials resulting from his operations. The Contractor's vehicles shall at no time follow a vehicle closer than 50 feet, and all vehicles shall pull off the road and come to a complete stop when meeting emergency vehicles and vehicles with flashing lights. All temporary construction shall be removed and the affected area restored to its original condition. All costs for the use of existing transportation facilities, for the construction of temporary facilities, and for maintenance, repair, removal and restoration shall be borne by the Contractor.

#### 1.2.5 Cleated Vehicles

Cleated vehicles shall not be moved over surfaced roads except at the immediate site of the area where they are to be used.

### 1.3 NOTIFICATIONS OF INTENT TO DREDGE AND REPORTS OF DREDGING

Notifications giving the dates and locations the Contractor intends to start dredging shall be prepared and sent to the agencies as specified below for each respective agency. Upon completion of each dredging item, the Contractor shall prepare a Dredging Intent Notification giving all data as indicated and sent to the respective Environmental Agency as specified. When the Contractor sends a Notification or Report to a respective agency, a copy shall at the same time be furnished to the Contracting Officer. The Contractor shall include the Virginia Water Protection (VWP) Permit Number on all Notifications and Reports.

#### 1.3.1 Notification of Dredging to the Virginia Department of Environmental Quality

The Contractor shall notify the Virginia Department of Environmental Quality, Northern Virginia Regional Office, Attention: Trisha Renaud, 13901 Crown Court, Woodbridge, Virginia 22193, in writing, at least 15 calendar days prior to commencement of dredging operations under this contract. The Contractor shall include the Virginia Water Protection (VWP) Permit Number on all correspondence and reports sent to the Department of Environmental Quality.

#### 1.3.2 Report of Dredging to the Department of Environmental Quality

The Contractor shall notify the Virginia Department of Environmental Quality, Northern Virginia Regional Office, Attention: Trisha Renaud, 13901 Crown Court, Woodbridge, Virginia 22193, in writing, within 30 calendar days of completion of dredging operations. The Contractor shall include in the Report the following information to the Virginia Department of Environmental Quality:

- (a) Date on which dredging operations started.

- (b) Date on which dredging operations were completed.
- (c) Amount of material dredged (in cubic yards)

#### 1.3.3 Notification of Intent to Dredge to Virginia Marine Resources Commission - Habitat Management Division

The Contractor shall notify the Virginia Marine Resources Commission, Habitat Management Division, Third Floor, 2600 Washington Avenue, Newport News, Virginia 23607-0756, in writing, at least 15 calendar days prior to commencement of dredging operations under this contract. The Contractor shall at the same time furnish a copy of the notice to the Contracting Officer. The Contractor shall include the Virginia Marine Resources Commission (VMRC) Permit Number on all correspondence and reports sent to the Virginia Marine Resources Commission.

### 1.4 PHYSICAL DATA

#### 1.4.1 Physical Conditions Information

The physical conditions indicated on the drawings and in the specifications are the result of site investigations and surveys. Information and data furnished or referred to below is furnished for the Contractor's information; however, it shall be expressly understood that the Government will not be responsible for any interpretation or conclusion drawn from this information or data by the Contractor.

#### 1.4.2 Dredging Related Weather/Physical Conditions

The dredging area is non-tidal. The river is subject to flooding from upstream rainfall and runoff events. The Maximum Water Level Upstream of Embrey Dam is approximately elevation 66.0 feet MSL in 1942. Forecasts for downstream conditions are available from the National Weather Service in Sterling, Virginia, telephone: 703-260-0107, Fax: 703-260-0809, and on NOAA Weather Radio @ 162.400MHz, 162.425MHz, 162.450MHz, 162.475MHz, 162.500MHz and 162.550MHz (available by monitoring on Bearcat Scanners or similar receivers 24 hours a day, 7 days a week), and are also broadcast on local radio stations in Fredericksburg. The Rappahannock River upstream of Embrey Dam is subject to sudden and rapid rises and high velocities. The forecasts for these conditions can be observed at <http://va.waterdata.usgs.gov/nwis/current/?type=flow>. The Contractor shall satisfy himself as to the hazards likely to arise from the weather conditions during the dredging period. The locations of the work are somewhat protected; however, storms and severe winds may cause suspension of dredging work for short periods.

#### 1.4.3 Sitework Related Adverse Weather Conditions

This provision specifies the procedure for the determination of time extensions for unusually severe weather to perform sitework related functions only in accordance with the Contract Clause entitled "Default: (Fixed Price Construction)". In order for the Contracting Officer to award a time extension under this clause, the following conditions must be satisfied:

a. The weather experienced at the project site during the contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the project location during any given month.

b. The unusually severe weather must actually cause a delay to the completion of the project. The delay must be beyond the control and without the fault or negligence of the contractor.

#### 1.4.3.1 Schedule

The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the project location and will constitute the base line for monthly weather time evaluations. The contractor's progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

#### MONTHLY ANTICIPATED ADVERSE WEATHER DELAYWORK DAYS BASED ON (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
10	9	8	6	7	7	9	6	5	5	6	9

#### 1.4.3.2 Records

Upon acknowledgement of the Notice to Proceed and continuing throughout the contract, the contractor will record on the daily CQC report, the occurrence of adverse weather and resultant impact to normally scheduled site related work except that associated with dredging. Actual adverse weather delay days must prevent work on critical activities for 50 percent or more of the contractor's scheduled work day.

#### 1.4.3.3 Impacted Days

The number of actual adverse weather days shall include days impacted by actual adverse weather (even if adverse weather occurred in previous month), be calculated chronologically from the first to the last day in each month, and be recorded as full days. If the number of actual adverse weather delay days exceeds the number of days anticipated in the schedule of monthly anticipated adverse weather delays, above, the contracting officer will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and issue a modification in accordance with the Contract Clauses entitled "Default (Fixed Price Construction)".

#### 1.4.4 Obstruction of Channel

The Government will not undertake to keep the area of channels free from vessels or other obstructions, except to the extent of such regulations, if any, as may be prescribed by the Secretary of the Army, in accordance with the provisions of Section 7 of the River and Harbor Act, approved 3 August 1917. The Contractor will be required to conduct the work in such manner as



to obstruct navigation as little as possible, and in case the Contractors' plant so obstructs the channel as to make difficult or endanger the passage of vessels, said plant shall be promptly moved on the approach of any vessel to such an extent as may be necessary to afford a practicable passage. Upon the completion of the work, the Contractor shall promptly remove his plant, including ranges, buoys, piles, and other marks placed by him under this contract in navigable water or on shore.

#### 1.4.5 Responsibility

The Contractor shall hold and save harmless the United States, its officers, and employees from all claims that may arise as a result of the Contractor's negligence in connection with the work performed under the contract, from noncompliance by the Contractor with the provisions of the contract drawings and specifications, or from the instruction of the Contracting Officer.

### 1.5 LAYOUT OF WORK AND SURVEYS

#### 1.5.1 General

The Contractor shall be responsible for the layout of all work and have all markings placed in the field marked by a licensed Professional Engineer or Surveyor currently licensed in the Commonwealth of Virginia. The markings shall be placed in the immediate work areas only and shall be removed once a work area has been accepted. The Government will establish the tide staff gauge within vicinity of the respective dredging areas. The Contractor shall mark the centerline berm of the placement site at 200 foot intervals with minimum 1 inch diameter steel pipe. Each pipe shall be driven to sufficient depth to remain in place until the placement operations are complete. When set in place, the Contractor shall have the surveyor or engineer clearly label the +223.0-foot NGVD elevations on each pipe. If the crest of the dike is constructed higher than +222.0-foot NGVD, each successive foot rise in elevation shall be marked on each pipe as applicable. The in-place markings will be inspected and approved by the Government before the commencement of work operations. The Contractor shall give the Contracting Officer a minimum of 7 calendar days written notice in advance of the commencement of work operations to assure the completion of the Government verification review of the markings. Upon completion of work operations the Contractor shall remove all markings and dispose in an approved manner. The in-place markings shall be verified by the Government before dredging and dredged material placement operations commence. The Contractor shall provide the Contracting Officer written notice at least 14 calendar days in advance of commencement of dredging and dredged material placement operations Advance Notice for Dredging to assure the completion of the initial Government verification review. The Government shall verify all remaining markings as the dredging and dredged material placement operations are allowed to proceed. As applicable, the Government will furnish within 14 calendar days of receipt of a written request by the Contractor, the corner point coordinates for each contract dredging area or acceptance section, and the coordinates and monument descriptions for the existing horizontal control within vicinity of the work areas. All requests shall be addressed to U.S. Army Corps of Engineers, Norfolk District,

Operations Branch, Navigation Support and Survey Section, CENAO-TS-ON, 803 Front Street, Norfolk, Virginia 23510-1096. Point of contact concerning this request is Chief, Navigation Support and Survey Section, telephone (757) 441-7125, or FAX (757) 441-7664. The Contractor shall be responsible for using this information to dredge within the areas and prisms as shown, and to deposit the dredged material at the locations indicated. The Contractor shall establish and maintain at his own expense all markings of the dredging and placement areas and shall remove same upon completion of the work. The contract completion time will not be extended due to failure of the Contractor to adequately establish and maintain his markings of the work areas.

#### 1.5.1.1 Electronic Survey and Positioning Systems

When the Contractor utilizes electronic survey and positioning systems to perform dredging and dredged material placement operations, all work accomplished with the use of the systems shall be reviewed and certified as accurate by the Contractor's Quality Control Manager. This signed certification shall be submitted as a part of the Daily Report of Operations in accordance with the requirements of SECTION 01451 to assure that all work performed with the use of the equipment and systems meets contract requirements.

#### 1.5.2 Before Dredging Survey

The Contractor shall give the Contracting Officer written notice for Acceptance Section Survey Reports at least 14 calendar days prior to arrival of the dredge plant at the first work area or acceptance section, and shall furnish written notice at least 14 work days in advance of need for subsequent before dredging surveys. It is understood that the surveys made in response to notice by the Contractor will constitute the before dredging survey and that any subsequent surveys occasioned through Contractor delays will be charged against the Contractor at a rate of \$5,500 per day. The Contracting Officer will not be responsible for any delays in the commencement of work caused by incomplete surveys if the Contractor fails to provide adequate advance written notice as specified.

#### 1.5.3 Datum and Bench Marks

The plane of reference for the scheduled work is NGVD, National Geodetic Vertical Datum as indicated. The bench mark elevations are shown on the drawings for the respective work areas. The government will furnish monument descriptions for these bench marks at the Preconstruction Conference.

#### 1.5.4 Use of Coast Guard Navigation Aid Structures

The Commander, Fifth Coast Guard District, has authorized the Norfolk District, Corps of Engineers, and its Contractors to use fixed Federal aids to navigation structures, established and maintained by the U. S. Coast Guard, for support of temporary dredging tide gauges when performing Federal dredging operations. If a Contractor chooses to use navigation aid structures for this purpose, he shall abide by the following requirements:

a. The Contractor shall advise the Commander, Fifth Coast Guard District, Aids to Navigation Branch, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704, in writing, of his intention to attach tide gauges to navigation aid and structures, prior to commencing a dredging project. This notice shall include the name of each aid to navigation to which tide gauges are to be attached, and the anticipated dates the gauges will be attached and removed. A copy of this notice shall be furnished at this time to the Contracting Officer.

b. The Contractor shall be required to remove any temporary tide gauges immediately upon completion of dredging operations and demobilization of dredging plant. The Contractor shall at his expense repair or replace any aids that he has damaged or destroyed as a result of the Contractor's use of such aids.

c. This provision refers only to Federal aids to navigation structures and does not authorize the Contractor to utilize aids that are not established and maintained by the U. S. Coast Guard. This provision also does not authorize the Contractor to utilize Federal navigation aid structures for any purposes other than the support of temporary tide gauges.

## 1.6 INSPECTION

### 1.6.1 General Inspection Requirements

The presence of the construction representative shall not relieve the Contractor of responsibility for the proper execution of the work in accordance with the specifications. The Contractor will be required:

a. To furnish, on the request of the Contracting Officer or any construction representative, the use of such boats, boatmen, laborers, and material forming a part of the ordinary and usual equipment and crew of the dredging plant as may be reasonably necessary in inspecting and supervising the dredging areas.

b. To furnish, on the request of the Contracting Officer or any construction representative, suitable transportation from all points within the placement area, to and from the various pieces of plant and the staging areas, and within the material placement area as may be reasonably necessary in inspecting and supervising the work. Should the Contractor refuse, neglect, or delay compliance with these requirements, the specific facilities may be furnished and maintained by the Contracting Officer, and any resultant cost incurred by the government will be deducted from any amounts due or to become due the Contractor.

## 1.7 ORDER OF DREDGING WORK

The order in which the Contractor intends to conduct the dredging work shall be submitted as a part of the Contractor's Progress Schedule. In submitting his proposed order of work, the Contractor is informed that indicated dredging Areas 1, 2, 3, 4, and 5 are to be dredged last, and shall be reflected in his order of work accordingly.

## 1.8 SHOALING

The drawings and quantity estimates are based on the condition of the dredging area at the time of the most recent surveys; however, the actual quantities to be dredged will be computed from surveys made immediately before dredging. Any shoaling that has developed, subsequent to the surveys indicated on the drawings and contiguous to the areas indicated to be dredged under this contract, shall be removed by the Contractor at the contract unit price for dredging, including any applicable unit price adjustments if so directed by the Contracting Officer. Any such shoaling within contiguous areas will be included as part of the required dredging prism for the purposes of CONTRACT CLAUSE "VARIATION IN ESTIMATED QUANTITIES".

### 1.8.1 Shoaling Prior to Dredging

The drawings and quantity estimates are based on the condition of the dredging area at the time of the most recent surveys; however, the actual quantities to be dredged will be computed from surveys made immediately before dredging. Any shoaling that has developed, subsequent to the surveys indicated on the drawings and contiguous to the areas indicated to be dredged under this contract, shall be removed by the Contractor at the contract unit price for dredging, including any applicable unit price adjustments if so directed by the Contracting Officer. Any such shoaling within contiguous areas will be included as part of the required dredging prism for the purposes of CONTRACT CLAUSE "VARIATION IN ESTIMATED QUANTITIES".

### 1.8.2 Shoaling Subsequent to Dredging

If, before the contract is completed, shoaling occurs in any section previously accepted, including shoaling in the finished basin, because of the natural lowering of the side slopes, re-dredging at contract price, including any applicable unit price adjustments, within the limit of available funds, may be done if agreeable to both the Contractor and the Contracting Officer.

## 1.9 FINAL EXAMINATION AND ACCEPTANCE

As soon as practicable after the completion of the entire work or any portion of the work which in the opinion of the Contracting Officer will not be subject to damage by further operations under the contract, such work will be thoroughly examined at the cost and expense of the Government by sounding, as determined by the Contracting Officer. Should any shoals, lumps, or other lack of contract depth be disclosed by this examination, the Contractor will be required to remove same by dredging at the contract rate for dredging, but if the bottom is soft and the shoal areas are small and form no material obstruction to navigation, the removal of such shoal may be waived at the discretion of the Contracting Officer. The Contractor shall provide adequate advance notice to the Contracting Officer of the completion of dredging of each acceptance section to insure prompt performance of the after dredging acceptance surveys. The Contractor shall provide the notice in writing at least 10 calendar days in advance of

anticipated completion of each section of work. If the Contractor fails to provide this advance notice, the Contracting Officer will not be responsible for any delays caused by incomplete surveys. The Contractor will be notified when soundings are to be made, and may accompany the survey party. When the area is found to be in satisfactory condition, it will be accepted. Should more than two sounding operations by the Government over an area be necessary by reason of work for the removal of shoals disclosed at a prior sounding, the cost of such third and any subsequent sounding operations will be charged against the Contractor at the rate of \$3,000 per day for each day in which the Government Plant is engaged in sounding or is en route to or from the site or held at or near the said site for such operations. Final acceptance of the whole or a part of the work and the deductions or corrections of deductions made thereon will not be reopened after having once been made, except on evidence of collusion, fraud, or obvious error, and the acceptance of a completed section shall not change the time of payment of the retained percentages of the whole or any part of the work.

#### 1.10 SIGNAL LIGHTS

The Contractor shall display signal lights and conduct his operations in accordance with the General Regulations of the Department of the Army and of the Coast Guard governing lights and day signals to be displayed by towing vessels with tows on which no signals can be displayed, vessels working on wrecks, dredges, and vessels engaged in laying cables or pipe or in submarine or bank protection operations, lights to be displayed on dredge pipe lines, and day signals to be displayed by vessels of more than 65 feet in length moored or anchored in a fairway or channel, and the passing by other vessels of floating plant working in navigable channels, as approved by the Secretary of the Army and the Commandant, U. S. Coast Guard.

#### 1.11 SAFETY AND ACCIDENT PREVENTION

##### 1.11.1 Safety Plan

The contractor shall not commence work at the job-site prior to the Government's review of an acceptable contractor accident prevention plan per the US Army Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1) and discussion of the accident prevention plan at a pre-work meeting. Allow five days for Government review of the accident prevention plan.

##### 1.11.2 Conflicts

The Contractor shall comply with Occupational Safety and Health Act (OSHA) Standards, Coast Guard, as well as the Corps of Engineers Safety and Health Requirements Manual (EM 385-1-1). When a conflict exists between Corps of Engineers Safety and Health Requirements Manual, nationally recognized consensus standards, or the contract plans and specifications, the most stringent requirements as determined by the Contracting Officer will govern.

##### 1.11.3 Corps of Engineers Standards

Corps of Engineers Manual EM 385-1-1, 1996 edition, is hereby supplemented or revised as follows:

#### Means of Escape for Personnel Quartered, or Working on Floating Plant

Two means of escape shall be provided for assembly, sleeping, and messing areas on floating plant. For areas involving 10 or more persons, both means of egress shall be through standard size doors opening to different exit routes. Where nine or fewer persons are involved, one of the means of escape may be a window (minimum dimensions 24 inches by 36 inches) that leads to a different exit route.

#### Emergency Alarms and Signals

(a) Emergency Alarms - Alarms shall be installed and maintained on all floating plant requiring a crew where it is possible for either a passenger or crewman to be out of sight or hearing from any other person. The alarm system shall be operated from the primary electrical system with standby batteries on trickle charge that will automatically furnish the required energy during an electrical-system failure. A sufficient number of signaling devices shall be placed on each deck so that the sound can be heard distinctly at any point above the usual background noise. All signaling devices shall be so interconnected that actuation can occur from at least one strategic point on each deck.

(b) Fire Alarm Signals - The general fire alarm signal shall be in accordance with Coast Guard Rules and Regulations for Cargo and Miscellaneous Vessels.

(c) Abandon Ship Signals - The signal for abandon ship shall be in accordance with the reference cited in (b) above.

(d) Man-Overboard Signal - Hail and pass the word to the bridge. All personnel and vessels capable of rendering assistance shall respond.

#### Hurricane Plan

A detailed plan for protection and evacuation of personnel and plant in the event of an impending hurricane or storm shall be submitted for approval as a part of the Contractor's Accident Prevention Program. The plan shall include as a minimum:

(a) The time each phase of the plan will be put in effect. The time shall be the number of hours remaining for the storm to reach the worksite if it continues at the predicted speed and direction.

(b) The safe harbor for personnel and plant specifically identified.

(c) The name of the boat that will be used to move the plant, its type, capacity, speed, and availability.

(d) The estimated time necessary to move the plant to the safe harbor after movement is started.

#### Equipment and Machinery Operator Authorization

The Contractor shall submit a list of designated personnel qualified and authorized to operate machinery and equipment. The list shall be maintained at the job site in a current status at all times.

#### 1.11.4 Dredge and Attendant Plant

##### 1.11.4.1 Equipment and Machines

All operable equipment and machines, shall be checked for:

- (a) Manufacturer's safety instructions, permanent-mounted and easily read.
- (b) Guard Rails and lifelines at overboard access areas, as applicable.
- (c) Cover exposed moving parts with safety-guards to prevent someone from accidentally stepping or falling on them.

#### 1.11.5 Dozers, Front-End Loaders, Backhoes, and Other Wheeled-Tract Machines

Dozers, front-end loaders, backhoes, and other wheeled-tract machines operated at the upland placement area shall be equipped with rollover protection and seatbelts. All rotating or reciprocating parts, and any parts subject to high operational temperatures that are of such nature or so located as to be or become a hazard to the operating or attending personnel, shall be substantially guarded and insulated to the extent necessary to eliminate the hazard. Walking or working surfaces and platforms shall be of an anti-skid type.

##### 1.11.5.1 Checks

All front end loader?backhoe machines and other machines, such as tractors that utilize a backhoe attachment, shall be checked for:

- (a) Exposed backhoe boom swing foot pedals.
- (b) Backhoe boom swing lever that can be reached by a man standing on the ground or on the outrigger support bracket.

##### 1.11.5.2 Controls

Where these conditions exist, guards shall be fabricated to:

- (a) Cover over exposed foot pedals to prevent someone from accidentally stepping on them.
- (b) Enclose the swing lever so as to preclude operation from the ground

or from the outrigger support bracket.

#### 1.11.6 Diving Operations Plan

All diving operations shall be planned in accordance with the Corps of Engineers Safety Manual EM 385-1-1 and must be limited to those tasks that cannot be accomplished in any other manner. The Contractor shall submit for approval all information which may affect the work to be accomplished, including divers names, medical examination reports, qualifications of all divers and top-side tenders to be employed in the diving operations, plant and equipment to be employed on the work, and a written dive plan with sketches and narrative descriptions for each phase of the planned dive.

#### 1.12 EQUIPMENT OWNERSHIP AND OPERATING EXPENSE SCHEDULE

##### 1.12.1 Costs

Allowable cost for construction and marine plant and equipment in sound workable condition owned or controlled and furnished by a Contractor or subcontractor at any tier shall be based on actual cost data when the Government can determine both ownership and operating costs for each piece of equipment or equipment groups of similar serial and series from the Contractor's accounting records. When both ownership and operating costs cannot be determined from the Contractor's accounting records, equipment costs shall be based upon the applicable provisions of EP 1110?1?8, "Construction Equipment Ownership and Operating Expense Schedule", Region II. Working conditions shall be considered to be average for determining equipment rates using the schedule unless specified otherwise by the Contracting Officer. For equipment not included in the schedule, rates for comparable pieces of equipment may be used or a rate may be developed using the formula provided in the schedule. For forward pricing, the schedule in effect at the time of negotiations shall apply. For retrospective pricing, the schedule in effect at the time the work was performed shall apply.

##### 1.12.2 Rentals

Equipment rental costs are allowable, subject to the provisions of FAR 31.105(d)(ii) and FAR 31.205-36 substantiated by certified copies of paid invoices. Rates for equipment rented from an organization under common control, lease?purchase or sale?leaseback arrangements will be determined using the schedule except that rental costs leased from an organization under common control that has an established practice of leasing the same or similar equipment to unaffiliated lessees are allowable. Costs for major repairs and overhaul are unallowable.

##### 1.12.3 Data

When actual equipment costs are proposed and the total amount of the pricing action is over \$25,000, cost or pricing data shall be submitted on the Standard Form 1411, "Contract Pricing Proposal Cover Sheet". By submitting cost or pricing data, the Contractor grants to the Contracting Officer or an authorizing representative the right to examine those books, records, documents and other supporting data that will permit evaluation of the proposed equipment costs. After price agreement the Contractor shall



certify that the equipment costs or pricing data submitted are accurate, complete and current.

#### 1.13 BRIDGE-TO-BRIDGE RADIO COMMUNICATION

In order that radio communication may be made with passing vessels, all dredges engaged in work under this contract shall be equipped with bridge-to-bridge radio telephone equipment. The radio telephone equipment shall operate on a single channel very high frequency (VHF), FM, on a frequency of 156.65 megahertz with low power output having a communication range of approximately ten miles. The Federal Communications Commission has approved the frequency.

##### 1.13.1 Radio

The Contractor shall provide the Government construction representative a portable radio capable of communicating with the dredge for the duration of work under this contract. The Contractor shall maintain the radio as required.

#### 1.14 NOTIFICATION OF COAST GUARD

Prior to commencement of work on this contract, the Contractor shall notify the Commander, Fifth Coast Guard District of his intended operations to dredge and request that it be published in the Local Notice to Mariners. This notification must be given in sufficient time so that it appears in the Notice to Mariners at least 5 workdays prior to the commencement of this contract.

##### 1.14.1 Local Notice To Mariners

The Local Notice To Mariners (LNM) for the Fifth Coast Guard District is available by phone at (757) 398-6367, on the Internet at: <http://www.navcen.uscg.gov/lnm/d5/default.htm>, and e-mail address: D5Local@LANTD5.uscg.mil. The LNM is the primary means for disseminating information concerning aids to navigation, hazards to navigation, and other items of marine information of interest to mariners on the waters of the United States, its territories, and possessions. These notices are essential to all navigators for the purpose of keeping their charts, light lists, Coast Pilots and other nautical publications up-to-date. These notices are published weekly. They may be obtained free of charge, by making application to the Fifth Coast Guard District, Federal Building, 431 Crawford Street, Portsmouth, Virginia 23704. If the Contractor encounters any objects on the channel bottom during dredging operations or transport of his plant that could be a hazard to navigation, he shall notify the Coast Guard immediately as to location and at the same time notify the Contracting Officer.

##### 1.14.2 Navigation Aids

The Contractor shall not relocate or move any aids to navigation that have been established by the U.S. Coast Guard. If it becomes necessary to have any aid to navigation moved in order to complete dredging operations under this contract, the Contractor shall notify the U.S. Coast Guard in writing

at the address above with a copy to the Contracting Officer not less than 15 calendar days prior to such need for movement. The Contractor shall notify the U.S. Coast Guard of the approximate time the navigation aid may be relocated to its original position. All notifications to the U.S. Coast Guard shall at the same time be provided to the Contracting Officer and recorded in the Daily Report of Operations. In the event that the Contractor disturbs or damages any navigation aid during work operations, which includes during mobilization or demobilization of his plant, the Contractor shall immediately stop the activity which disturbed or damaged the navigation aid, take immediate corrective action to prevent further disturbances or damage, and shall notify the Coast Guard immediately as to location, and at the same time notify the Contracting Officer.

#### 1.15 ENVIRONMENTAL LITIGATION

##### 1.15.1 Litigation

If the performance of all or any part of the work is suspended, delayed, or interrupted due to an order of a court of competent jurisdiction as a result of environmental litigation, as defined below, the Contracting Officer, at the request of the Contractor, shall determine whether the order is due in any part to the acts or omissions of the Contractor or a subcontractor at any tier not required by the terms of this contract. If it is determined that the order is not due in any part to acts or omissions of the Contractor or a subcontractor at any tier other than as required by the terms of this contract, such suspension, delay, or interruption shall be considered as if ordered by the Contracting Officer in the administration of this contract under the terms of the "Suspension of Work" clause of this contract. The period of such suspension, delay, or interruption shall be considered unreasonable, and an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) as provided in that clause, subject to all the provisions thereof. The term "environmental litigation" means, a lawsuit alleging that the work will have an adverse effect on the environment or that the Government has not duly considered, either substantively or procedurally, the effect of the work on the environment.

#### 1.16 HISTORICAL AND ARCHAEOLOGICAL FINDS

Federal legislation provides for the protection, preservation, and collection of scientific, prehistoric, historic, and archaeological data, including relics and specimens that might otherwise be lost as a result of any Federal construction project. Should the Contractor, or any of the Contractor's employees, or parties operating or associated with the Contractor, in the performance of this contract discover evidence of possible scientific, prehistoric, historic, or archaeological data, the Contractor shall immediately cease work at that location, and notify the Contracting Officer, giving the location and nature of the findings. The Contractor shall forward written confirmation to the Contracting Officer as directed. The Contractor shall exercise care so as not to disturb or damage shipwrecks, artifacts or fossils uncovered during excavation, dredging and material placement operations, and shall provide such cooperation and assistance as may be necessary to preserve the findings for removal or other disposition. Any person who, without written permission,

injures, destroys, excavates, appropriates, moves or removes any historic or prehistoric artifact, object of antiquity, or archaeological resource is subject to arrest and penalty of law. Where appropriate by reason of discovery, the Contracting Officer may order delays in the time of performance or changes in the work, or both. If such delays or changes are ordered, an equitable adjustment will be made in accordance with the applicable clauses of the contract.

#### 1.17 SCHEDULING AND DETERMINATION OF PROGRESS

In accordance with the Contract Clauses, the Contractor shall submit for approval a practicable Progress Schedule at the Pre-Construction Conference specified in SECTION 01200. The Progress Schedule shall be prepared and certified as complete by the Contractor's Quality Control Representative in the form of a chart graphically indicating the sequence proposed to accomplish each work feature or operation. The chart shall be prepared to show the starting and completion dates of all work features on a linear horizontal time scale beginning with date of Notice to Proceed, arrival date of Contractor's plant to the job site, all activities scheduled prior to dredging, dredging start and completion dates, and calendar days to completion of all work. Each activity in the construction shall be represented by an arrow. The head to tail arrangement of arrows shall flow from left to right and shall show the order and interdependence of activities and the sequence in which the work is to be accomplished as planned by the Contractor. Each arrow representing an activity shall be annotated to show the activity description and duration. Contractor shall indicate on the chart the important work features or operations that are critical to the timely overall completion of the project. Key dates for such important work features and portions of work features are milestone dates and shall be so indicated on the chart. This schedule will be the medium through which the timeliness of the Contractor's construction efforts is appraised. When changes are authorized that result in contract time extensions, the Contractor shall submit a modified chart for approval by the Contracting Officer. The Contract Clause entitled "SCHEDULE FOR CONSTRUCTION CONTRACTS" with reference to overtime and extra shifts, may be invoked when the Contractor fails to start or complete work features or portions of same by the time indicated by the milestone dates of the approved progress chart, or when it is apparent to the Contracting Officer from the Contractor's actual progress that these dates will not be met. Neither on this chart nor on the periodic chart which the Contractor is required to prepare and submit, as described in "SCHEDULE FOR CONSTRUCTION CONTRACTS" of the Contract Clauses, shall the actual progress to be entered include or reflect any materials which may be on the site, but are not yet installed or incorporated in the work. For payment purposes only, an allowance will be made by the Contracting Officer of 100 percent of the invoiced cost of materials or equipment delivered to the site but not incorporated into the construction, pursuant to Contract Clause "PAYMENTS UNDER FIXED PRICE CONSTRUCTION CONTRACTS". The Contractor's progress schedule shall include a chart of the scheduled work activities plotting scheduled completion percentage based on dollar value on one axis and time on the other axis. The actual progress shall be plotted on the required periodic chart submittals to indicate the percentage of work scheduled and actually completed.

## 1.18 PROFIT

## 1.18.1 Weighted Guidelines

Weighted guidelines method of determining profit shall be used on any equitable adjustment change order or modification issued under this contract. The profit factors, expressed as a percent, shall be as follows:

Factor	Rate	Weight	Value
Degree of Risk	20		
Relative difficulty of work	15		
Size of Job	15		
Period of performance	15		
Contractor's investment	5		
Assistance by Government	5		
Subcontracting	25		
	100		

## 1.18.2 Values

Based on the circumstances of each procurement action, each of the above factors shall be weighted from .03 to .12 as indicated below. The value shall be obtained by multiplying the rate by the weight. The value column when totaled indicates the fair and reasonable profit percentage under the circumstances of the particular procurement.

## 1.18.2.1 Degree of Risk

Where the work involves no risk or the degree of risk is very small, the weighting should be .03; as the degree of risk increases, the weighting should be increased up to a maximum of .12. Lump sum items will have, generally, a higher weighted value than the unit price items for which quantities are provided. Other things to consider: the portion of the work to be done by subcontractors, nature of work, where work is to be performed, reasonableness of negotiated costs, amount of labor included in costs, and whether the negotiation is before or after performance of work.

## 1.18.2.2 Relative Difficulty of Work

If the work is most difficult and complex, the weighting should be .12 and should be proportionately reduced to .03 on the simplest of jobs. This factor is tied in to some extent with the degree of risk. Some things to consider: the nature of the work, by whom it is to be done, where, and what is the time schedule.

## 1.18.2.3 Size of Job

All work not in excess of \$100,000 shall be weighted at .12. Work estimated between \$100,000 and \$5,000,000 shall be proportionately weighted from .12 to .05.

## 1.18.2.4 Periods of Performance

Jobs in excess of 24 months are to be weighted at .12. Jobs of lesser duration are to be proportionately weighted to a minimum of .03 for jobs not to exceed 30 days. No weight where additional time not required.

#### 1.18.2.5 Contractor's Investment

To be weighted from .03 to .12 on the basis of below average, average, and above average. Things to consider: amount of subcontracting, mobilization payment item, Government furnished property, equipment and facilities, and expediting assistance.

#### 1.18.2.6 Assistance by Government

To be weighted from .12 to .03 on the basis of average to above average. Things to consider: use of Government owned property, equipment and facilities, and expediting assistance.

#### 1.18.2.7 Subcontracting

Shall be weighted inversely proportional to the amount of subcontracting. Where 80 percent or more of the work is to be subcontracted, the weighting is to be .03 and such weighting proportionately increased to .12 where all the work is performed by the Contractor's own forces.

#### 1.19 PARTNERING

In order to most effectively accomplish this contract, the Government is willing to form a cohesive partnership with the Contractor. This partnership would strive to draw on the strengths of each organization in an effort to achieve a quality project done correctly, within budget, and on time. This partnership would be bilateral in make-up and partnership will be totally voluntary. Any cost associated with effectuating this partnership will be agreed to by all parties and will be shared equally with no change in contract price.

#### 1.20 SUBCONTRACTS AND WORK COORDINATION

Contract Clauses "SUBCONTRACTS", "PERMITS AND RESPONSIBILITIES", and "MATERIAL AND WORKMANSHIP" are supplemented as follows:

- (a) Divisions or sections of specifications are not intended to control the Contractor in dividing the work among subcontractors, or to limit work performed by any trade.
- (b) Contractor shall be responsible for coordination of the work of the trades, subcontractors, and materials.
- (c) The Government or its representative will not undertake to settle any difference between the Contractor and Contractor's subcontractors, or between subcontractors.
- (d) The Government reserves the right to refuse to permit employment on the work or require dismissal from the work of any subcontractor who, by reason of previous unsatisfactory work on Corps of Engineers

projects, or for any other reason is considered by the Contracting Officer to be incompetent or otherwise objectionable.

1.21 CONSTRUCTION MANPOWER AND EQUIPMENT REPORT

The Contractor shall submit executed CENAO Form 987, Construction Manpower and Equipment Report daily. The report shall include manpower and equipment for the general and subcontractors. Forms are available from the Contracting Officer.

PART 2 PRODUCTS (THIS PART NOT USED)

PART 3 EXECUTION (THIS PART NOT USED)

-- End of Section --

# SUBMITTAL REGISTER (AMENDED 2/03)

CONTRACT NO.

TITLE AND LOCATION

Phase 1 Embrey Dam Removal Project - Sediment Removal

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CONTRACTOR

A C T I V I T Y  N O	T R A N S M I T T A L  N O	S P E C  S E C T	DESCRIPTION	P A R A G R A P H	C L A S S I F I C A T I O N / R E V I E W N O	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/  DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/  DATE RCD FRM APPR	REMARKS
						SUBMIT	APPROVAL NEEDED BY	MATERIAL NEEDED BY	A C T I O N  C O D E	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	A C T I O N  C O D E	DATE OF ACTION		
(a)	(b)	(c)	ITEM SUBMITTED (d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01005	SD-01 Preconstruction Submittals														
			Access Plan	1.2.4	G												
			Dredging Intent Notification	1.3	FIO												
			Report of Dredging	1.3.2	FIO												
			Advance Notice for Dredging	1.5.1	FIO												
			Acceptance Section Survey	1.5.2	FIO												
			Reports														
			Safety Plan	1.11.1	G												
			Authorized Plant Operators		G												
			Hurricane Plan	1.11.3	G												
			Diving Operations Plan	1.11.6	G												
		01111	SD-08 Manufacturer's Instructions														
			Safety and Health Plan (Accident		G												
			Prevention Plan)														
			Designated first-aid and CPR	1.4.7	G												
			trained attendants														
			Safety indoctrination certificates		G												
			Activity Hazard Analysis	1.4.3	FIO												
		01355	SD-01 Preconstruction Submittals														
			Environmental Protection Plan		G												
			Spill Control Plan		G												
			Recycling and Solid Waste		G												
			Minimization Plan														
			Air Pollution Control Plan		G												
			Contaminant Prevention Plan		G												
			Waste Water Management Plan		G												

# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION

Phase 1 Embrey Dam Removal Project - Sediment Removal

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CONTRACTOR

A C T I V I T Y  N O	T R A N S M I T T A L  N O	S P E C  S E C T	DESCRIPTION	P A R A G R A P H	C L A S S I F I C A T I O N / R E V I E W I N G	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		DATE FWD TO APPR AUTH/  DATE RCD FROM CONTR	APPROVING AUTHORITY				MAILED TO CONTR/  DATE RCD FRM APPR	REMARKS
						SUBMIT	APPROVAL NEEDED	MATERIAL NEEDED	A C T I O N  C O D E	DATE OF ACTION		DATE FWD TO OTHER REVIEWER	DATE RCD FROM OTH REVIEWER	A C T I O N  C O D E	DATE OF ACTION		
(a)	(b)	(c)	ITEM SUBMITTED (d)	(e)	(f)	(g)	BY (h)	BY (i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		01355	Historical, Archaeological,		G												
			Cultural Resources Biological														
			Resources and Wetlands Plan														
			Erosion Control Plan		G												
		02072	SD-01 Preconstruction Submittals														
			Work Plan	3.3	FIO												
			GA		FIO												
			Site Health and Safety Plan	3.1	FIO												
			SD-06 Test Reports														
			Test Reports	3.2.4	FIO												
			FIO		FIO												
			SD-07 Certificates														
			Qualifications	1.4	G												
			Permits		FIO												
			FIO		FIO												
			SD-11 Closeout Submittals														
			Shipping Manifest	3.5.4	FIO												
			GA		FIO												
		02220	SD-01 Preconstruction Submittals														
			Work Plan		G												
		02235	SD-02 Shop Drawings														
			Access Walkway, Spill Box and		G												
			Drainage Piping														
		02275	SD-03 Product Data														
			Plant Reports		FIO												
		02331	SD-03 Product Data														



# SUBMITTAL REGISTER

CONTRACT NO.

TITLE AND LOCATION						CONTRACTOR											
Phase 1 Embrey Dam Removal Project - Sediment Removal																	
A C T I V I T Y  N O	T R A N S M I T T A L  N O	S P E C  S E C T	DESCRIPTION	P A R A G R A P H	C L A S S I F I C A T I O N / R E V I E W N O	CONTRACTOR: SCHEDULE DATES			CONTRACTOR ACTION		APPROVING AUTHORITY				MAILED TO CONTR/  DATE RCD FRM APPR	REMARKS	
						SUBMIT (g)	BY (h)	MATERIAL NEEDED (i)	A C T I O N  C O D E  (j)	DATE OF ACTION (k)	DATE RCD FROM CONTR (l)	DATE FWD TO APPR AUTH/ (m)	DATE RCD FROM OTH REVIEWER (n)	A C T I O N  C O D E  (o)			DATE OF ACTION (p)
(a)	(b)	(c)	ITEM SUBMITTED (d)	(e)	(f)	(g)	(h)	(i)	(j)	(k)	(l)	(m)	(n)	(o)	(p)	(q)	(r)
		02331	Excavation	3.6	FIO												
			Plan of Operations		FIO												
			Nuclear Density		FIO												
			SD-06 Test Reports														
			Measurement of Fill Material		FIO												
		02373	SD-04 Samples														
			Quality Assurance Samples and Tests	3.1	FIO												
			SD-07 Certificates														
			Geotextile		FIO												
		02881	SD-01 Preconstruction Submittals														
			Dredging and Dredged Material		G												
			Placement Plan														
			Notice to Mariners		FIO												
			FIO		FIO												
			SD-07 Certificates														
			Equipment and Machinery		FIO												
			Operator Authorization														
		03300	SD-03 Product Data														
			Mixture Proportions		G												
			SD-06 Test Reports														
			Strength, Slump, Air Content and Temperature Tests		FIO												
			SD-07 Certificates														
			Qualifications		G												
		05120	SD-02 Shop Drawings														

CONTRACT NO.

CONTRACTOR

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## SECTION 01355

ENVIRONMENTAL PROTECTION  
8/02 (AMENDED 2/03)

## PART 1 GENERAL

## 1.1 REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.

## U.S. NATIONAL ARCHIVES AND RECORDS ADMINISTRATION (NARA)

33 CFR 328	Definitions
40 CFR 68	Chemical Accident Prevention Provisions
40 CFR 302	Designation, Reportable Quantities, and Notification
40 CFR 355	Emergency Planning and Notification

## U.S. ARMY CORPS OF ENGINEERS (USACE)

EM 385-1-1	(1996) U.S. Army Corps on Engineers Safety and Health Requirements Manual
EP-1165-2-304	Perspective on Flood Plain Regulations for Flood Plain Management (1976)
ER-1165-2-26	Implementation of Executive Order 11988 on Flood Plain Management (March 1984)
WETLAND MANUAL	Corps of Engineers Wetlands Delineation Manual Technical Report Y-87-1

## VIRGINIA ADMINISTRATIVE CODE (VPDES)

9VAC25-180	General Permit For Storm Water Discharges From Construction Sites
9VAC25-31	Virginia Pollutant Discharge Elimination System

## VIRGINIA SOIL AND WATER CONSERVATION COMMISSION (VSWCC)

VESCH	Virginia Erosion and Sediment Control Handbook (1992)
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## 1.2 DEFINITIONS

Environmental pollution and damage is defined as the presence of chemical, physical, or biological elements or agents that adversely affect human health or welfare; unfavorably alter ecological balances of plant or animal communities; or degrade the environment from an aesthetic, cultural or historic perspective.

### 1.2.1 Environmental Pollution and Damage

Environmental pollution and damage is the presence of chemical, physical, or biological elements or agents which adversely affect human health or welfare; unfavorably alter ecological balances of importance to human life; affect other species of importance to humankind; or degrade the environment aesthetically, culturally, or historically.

### 1.2.2 Environmental Protection

Environmental protection is the prevention and control of pollution and habitat disruption that may occur to the environment during construction. The control of environmental pollution and damage requires consideration of land, water, and air; biological and cultural resources; and includes management of visual aesthetics; noise; solid, chemical, gaseous, and liquid waste; radiant energy and radioactive material as well as other pollutants.

### 1.2.3 Contractor Generated Hazardous Waste

Contractor generated hazardous waste means materials that, if abandoned or disposed of, may meet the definition of a hazardous waste. These waste streams would typically consist of material brought on site by the Contractor to execute work, but are not fully consumed during the course of construction. Examples include, but are not limited to, excess paint thinners (i.e. methyl ethyl ketone, toluene), waste thinners, excess paints, excess solvents, waste solvents, excess pesticides, and contaminated pesticide equipment rinse water.

### 1.2.4 Waters of the United States

All waters which are under the jurisdiction of the Clean Water Act, as defined in 33 CFR 328.

### 1.2.5 Wetlands

Wetlands means those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, and bogs. Official determination of whether or not an area is classified as a wetland must be done in accordance with WETLAND MANUAL.

### 1.3 GENERAL REQUIREMENTS

The Contractor shall minimize environmental pollution and damage that may occur as the result of construction operations. The environmental resources within the project boundaries and those affected outside the limits of permanent work shall be protected during the entire duration of this contract. The Contractor shall comply with all applicable Federal, State, and local laws and regulations. The Contractor shall provide environmental protective measures and procedures to prevent and control pollution, limit habitat disruption, and correct environmental damage that occurs during construction. The Contractor shall be responsible for any delays resulting from failure to comply with environmental laws and regulations.

### 1.4 SUBCONTRACTORS

The Contractor shall ensure compliance with this SECTION by subcontractors.

### 1.5 PAYMENT

No separate payment will be made for work covered under this SECTION. The Contractor shall be responsible for payment of fees associated with environmental permits, application, and notices obtained by the Contractor. All costs associated with this SECTION shall be included in the contract price. The Contractor shall be responsible for payment of all fines and fees for violation or non-compliance with Federal, State, Regional and local laws and regulations.

### 1.6 SUBMITTALS

Submit the following in accordance with Section 01330, "Submittal Procedures"

SD-01 Preconstruction Submittals; G

Environmental Protection Plan; G

Prior to commencement of any work, including delivery of any plant, equipment or construction materials to the site, submit a plan for environmental protection as specified herein. The information indicated below and specified herein shall be included with the Environmental Protection Plan for approval.

Spill Control Plan; G

Recycling and Solid Waste Minimization Plan; G

Air Pollution Control Plan; G

Contaminant Prevention Plan; G

Waste Water Management Plan; G

Historical, Archaeological, Cultural Resources Biological Resources and Wetlands Plan; G

Erosion Control Plan; G

## 1.7 ENVIRONMENTAL PROTECTION PLAN REQUIREMENTS

As a part of the Contractor's Work Plan, the Contractor shall submit an Environmental Protection Plan for review and approval by the Contracting Officer. This Environmental Protection Plan shall consist of a written narrative, as well as any supplemental drawings, documents, and photographs required to verify the Contractor's work will be in accordance with EP-1165-2-304, ER-1165-2-26, 9VAC25-180, 9VAC25-31, VESCH and all other laws and regulations governing the work as indicated and specified. The Contractor shall submit this plan and all supplementary data for approval at least 10 calendar days prior to the scheduled Preconstruction Conference. This supplemental data shall include a copy of the Contractor's application for the 9VAC25-180 Permit required of the Contractor in accordance with Virginia Pollutant Discharge Elimination System (VPDES) General Permit For Storm Water Discharges From Construction Sites. The Contractor shall be responsible for all costs to obtain the 9VAC25-180 Permit and provide a copy as issued by the Commonwealth of Virginia to the Contracting Officer prior to any work on the site. The Contractor will be informed in writing of any revisions as may be required by the Contracting Officer at the Preconstruction Conference and shall submit a final plan for final approval not later than 5 calendar days prior to start of scheduled construction activities. Acceptance is conditional and is predicated upon satisfactory performance during construction. The Government reserves the right to require the Contractor to make changes in the Environmental Protection Plan or operations if the Contracting Officer determines that environmental protection requirements are not being met. The plan shall detail the actions that the Contractor shall take to comply with all applicable Federal, State, and local laws and regulations concerning environmental protection and pollution control and abatement, as well as the additional specific requirements of this contract. No physical work at the site, including delivery of the Contractor's plant and equipment and construction materials, shall begin prior to acceptance by the Contracting Officer of the Contractor's Environmental Protection Plan covering the work to be performed. No requirement in this Section shall be construed as relieving the Contractor of any applicable Federal, State, and local environmental protection laws and regulations. During Construction, the Contractor shall be responsible for identifying, implementing, and submitting for approval any additional requirements to be included in the Environmental Protection Plan.

### 1.7.1 Contents of Environmental Protection Plan

The purpose of the Environmental Protection Plan is to present a comprehensive overview of known or potential environmental issues which the Contractor must address during construction. Issues of concern shall be defined within the Environmental Protection Plan as outlined in this section. The Contractor shall address each topic at a level of detail commensurate with the environmental issue and required construction task(s). Topics or issues which are not identified in this SECTION, but which the Contractor considers necessary, shall be identified and discussed after those items formally identified in this SECTION. The Environmental Protection Plan shall be current and maintained onsite by the Contractor. The Environmental Protection Plan shall comply with the requirements of EM 385-1-1 and include, but not be limited to, the following:

- a. Name of person within the Contractor's organization who is responsible for ensuring adherence to the Environmental Protection Plan and those who may be delegated with separate responsibilities subject to approval of the CO.
- b. Name(s) and qualifications of person(s) responsible for manifesting hazardous waste to be removed from the site, if applicable.
- c. Name(s) and qualifications of person(s) responsible for training the Contractor's environmental protection personnel.
- d. Description of the Contractor's environmental protection personnel training program.
- e. An Erosion Control Plan which identifies the type and location of the erosion and sediment controls to be provided in accordance with VESCH and all other requirements as indicated and specified for each respective work feature. The plan shall include monitoring and reporting requirements to assure that the control measures are in compliance with the Erosion Control Plan, Federal, State, and local laws and regulations. The Erosion Control Plan shall include as a minimum the following:
  1. Measures to reduce by the greatest extent practicable the area and duration of exposure of readily erodible soils.
  2. Measures to protect the soils by use of temporary vegetation, or seeding and mulch, or by accelerating the establishment of permanent vegetation. Complete and protect segments of work as rapidly as is consistent with construction schedules.
  3. Measures to retard the rate of runoff from the construction site and control disposal of runoff.
  4. Measures to sprinkle or apply dust suppressors, or otherwise keep dust within tolerable limits on haul roads and at the site.
  5. Measures for the control of erosion in the event construction operations are suspended for any appreciable length of time.
- f. Drawings showing locations of proposed pipeline alignments, barge and scow channel crossing points, material storage areas, equipment storage structures, sanitary facilities, and methods to contain dredged debris materials on the site and their offsite disposal.
- g. The Contractor shall include in the plan, as coordinated with the Activity Hazard Analysis and as required in the specifications, the details of environmental monitoring requirements and a description of how this monitoring will be accomplished under the laws and regulations governing the work.
- h. Work area plan showing the proposed activity in each portion of the area and identifying the areas of limited use or nonuse. Plan should

include measures for marking the limits of use areas including methods for protection of features to be preserved within authorized work areas.

i. The Contractor shall provide, as part of the Environmental Protection Plan, a list of all State and local environmental laws and regulations that apply to the construction operations under the Contract.

j. The Contractor shall include as part of the environmental protection plan, a Spill Control Plan. The plan shall include the procedures, instructions, and reports to be used in the event of an unforeseen spill of a substance regulated by the Emergency Response and Community Right-to-Know Act or regulations 40 CFR 68, 40 CFR 302, 40 CFR 355, and regulated under State or Local laws and regulations. The Spill Control Plan supplements the requirements of EM 385-1-1. This plan shall include as a minimum:

1. The name of the individual who will report any spills or hazardous substance releases and who will follow up with complete documentation. This individual shall immediately notify the Contracting Officer in addition to the legally required Federal, State, and local reporting channels (including the National Response Center at 1-800-424-8802 and the Virginia DEQ, Northern Virginia Regional Office, 13901 Crown Court, Woodbridge, Va. 22193, phone (703) 583-3800) if a reportable quantity spill occurs. The plan shall contain a list of the required reporting channels and telephone numbers.

2. The name and qualifications of the individual who will be responsible for implementing and supervising the containment and cleanup.

3. Training requirements for Contractor's personnel and methods of accomplishing the training.

4. A list of materials and equipment to be immediately available at the job site, tailored to cleanup work of the potential hazard(s) identified.

5. The names and locations of suppliers of containment materials and locations of additional fuel oil recovery, cleanup, restoration, and material-placement equipment available in case of an unforeseen spill emergency.

6. The methods and procedures to be used for expeditious contaminant cleanup.

k. A solid waste disposal plan identifying methods and locations for solid waste disposal including dredged material debris. The plan shall include schedules for disposal. The Contractor shall identify any subcontractors responsible for the transportation and disposal of solid waste. Licenses or permits shall be submitted for solid waste disposal sites that are not a commercial operating facility. Evidence of the disposal facility's acceptance by signature of authorized agent of the



solid waste to be disposed in the site shall be attached to this plan. The report shall be submitted with the Daily Report of Operations and shall indicate by way-bills the total amount of waste generated and total amount of waste in cubic yards or tons disposed.

l. A recycling and solid waste minimization plan with a list of measures to reduce consumption of energy and natural resources. The plan shall detail the Contractor's actions to comply with and to participate in Federal, State, Regional, and local government sponsored recycling programs to reduce the volume of solid waste at the source.

m. An air pollution control plan detailing provisions to assure that dust, debris, materials, trash, and other wastes generated by the Contractor's activities do not become air borne and travel off the project site.

n. A contaminant prevention plan that: identifies potentially hazardous substances to be used on the job site; identifies the intended actions to prevent introduction of such materials into the air, water, or ground; and details provisions for compliance with Federal, State, and local laws and regulations for storage and handling of these materials. In accordance with EM 385-1-1, a copy of the Material Safety Data Sheets (MSDS) and the maximum quantity of each hazardous material to be on site at any given time shall be included in the contaminant prevention plan. As new hazardous materials are brought on site or removed from the site, the plan shall be updated.

o. A waste water management plan that identifies the methods and procedures for management and discharge of waste waters which are directly derived from construction activities.

p. A historical, archaeological, cultural resources biological resources and wetlands plan that defines procedures for identifying and protecting historical, archaeological, cultural resources, biological resources and wetlands known to be on the project site: identifies procedures to be followed if historical archaeological, cultural resources, biological resources and wetlands not previously known to be onsite or in the area are discovered during construction. The plan shall include methods to assure the protection of known or discovered resources and shall identify lines of communication between Contractor personnel and the Contracting Officer.

#### 1.8 ENVIRONMENTAL ASSESSMENT OF CONTRACT DEVIATIONS

Any deviations, requested by the Contractor, from the drawings, plans and specifications which may have an environmental impact will be subject to approval by the Contracting Officer and may require an extended review, processing, and approval time. The Contracting Officer reserves the right to disapprove alternate methods, even if they are more cost effective, if the Contracting Officer determines that the proposed alternate method will have an adverse environmental impact.

#### 1.9 NOTIFICATION

The Contracting Officer will notify the Contractor in writing of any observed noncompliance with Federal, State or local environmental laws or regulations, permits, and other elements of the Contractor's Environmental Protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of the proposed corrective action and take such action when approved by the Contracting Officer. The Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or equitable adjustments allowed to the Contractor for any such suspensions. This is in addition to any other actions the Contracting Officer may take under the contract, or in accordance with the Federal Acquisition Regulation or Federal Law.

## PART 2 PRODUCTS (NOT USED)

## PART 3 EXECUTION

### 3.1 PROTECTION OF FEATURES

This section supplements the Contract Clause PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS. The Contractor shall prepare a list of features requiring protection under the provisions of the contract clause that are not specifically identified on the drawings or otherwise specified as environmental features requiring protection. The Contractor shall protect those environmental features as indicated and specified, in spite of interference that their preservation may cause to the Contractor's work under the contract.

### 3.2 SPECIAL ENVIRONMENTAL REQUIREMENTS (Permits)

This section supplements the Contractor's responsibility under the contract clause "PERMITS AND RESPONSIBILITIES" to the extent that the Government has already obtained environmental permits for the required dredging and dredged material placement. These special environmental requirements are an outgrowth of environmental commitments made by the Government during the project development. All dredging, transport and placement of dredged material under this contract shall be in strict compliance with the conditions set forth in the Virginia Department of Environmental Quality Water Protection Permit and other applicable Permits that are included as a part of this contract at the end of this SECTION. The Contractor is informed that an Environmental Assessment was conducted on the site and the results of which are included at the end of SECTION 01055. The contract plans and specifications have been prepared to comply with these permits and assessments which were established during the planning and development of this project. The Contractor is advised that any deviations from the construction methods and procedures indicated by the plans and specifications that are not prior approved in writing by the Contracting Officer, or any non-compliance with or violation of the conditions stated in the permits noted herein, shall be cause for the Contracting Officer issuing a stop work order. Any stop work orders issued for any of these causes will not be subject to time extensions or cost recovery by the Contractor. Any non-compliance with or violation of the conditions stated in the permits noted herein may result in revocation of the permits for the project and may result in criminal and civil penalties against the

Contractor.

### 3.3 LAND RESOURCES

The Contractor shall confine all activities to areas defined by the drawings and specifications. Prior to the beginning of any construction, the Contractor shall identify any land resources to be preserved within the work area. Except in areas indicated on the drawings or specified to be dredged, the Contractor shall not remove, cut, deface, injure, or destroy land resources including trees, shrubs, vines, grasses, topsoil, and land forms without approval. No ropes, cables, or guys shall be fastened to or attached to any trees for anchorage unless specifically authorized. The Contractor shall provide effective protection for land and vegetation resources at all times as defined in the following subparagraphs. Stone, soil, or other materials displaced into uncleared areas shall be removed by the Contractor.

#### 3.3.1 Work Area Limits

Prior to commencing construction activities, the Contractor shall mark the areas that need not be disturbed under this contract. Isolated areas within the general work area which are not to be disturbed shall be marked or fenced. Monuments and markers shall be protected before construction operations commence. Where construction operations are to be conducted during darkness, any markers shall be visible in the dark. The Contractor's personnel shall be knowledgeable of the purpose for marking and protecting particular objects.

#### 3.3.2 Erosion and Sediment Controls

The Contractor shall be responsible for providing erosion and sediment control measures in accordance with Federal, State, and local laws and regulations. The erosion and sediment controls selected and maintained by the Contractor shall be such that water quality standards are not violated as a result of the Contractor's construction activities. Any temporary measures shall be removed after the area has been stabilized.

### 3.4 WATER RESOURCES

The Contractor shall monitor construction activities to prevent pollution of surface and ground waters. Toxic or hazardous chemicals shall not be applied to soil or vegetation. All water areas affected by construction activities shall be monitored by the Contractor. The Contractor shall perform monitoring, inspections, sampling and testing, reporting, and record keeping as indicated and specified.

### 3.5 RECYCLING AND WASTE MINIMIZATION

The Contractor shall participate in State and local government sponsored recycling programs.

### 3.6 PROTECTION OF MARINE ANIMALS, WILDLIFE AND VEGETATION

The Contractor is informed that the dredging and material placement areas

are in a portion of Virginia frequented by migratory birds and is a native habitat for eagles, hawks, egrets, herons, pelicans, terns, and other wildlife that are identified as either endangered species protected by federal law or species of special concern for Commonwealth of Virginia agencies. If, in the performance of this contract, evidence of the possible disturbance to any such migratory bird or listed species may occur, the Contractor shall notify the Contracting Officer immediately, giving the location and nature of the findings. The Contractor shall advise all personnel associated with the operation of the vessels and plant of the civil and criminal provisions of the Endangered Species Act and the Migratory Bird Act. The Contractor shall comply with all laws and regulations governing the work and the provisions set forth in this Section. In the event that endangered or protected species are affected by this work, the work under this contract may be suspended or terminated as determined by the Contracting Officer. All crew members of the dredge and attendant plant operators shall be required to read and certify in writing they are aware of the contents of this specification and the Contractor's Environmental Protection Plan. Copies of this Section and the Environmental Protection Plan, including a posting warning of the civil and criminal liabilities that violators are subject to for non-compliance to the requirements of them, shall be clearly posted with other required postings on-site for employees.

### 3.7 WETLANDS AND NATURAL HABITAT

Use of the Contractor's plant to construct the scheduled work, including the associated use of ropes, cables, or guys over wetlands and in natural habitat areas, shall be scheduled in a manner to disturb the wetlands and natural habitat areas to the minimum necessary to accomplish the work. Any damage to wetlands or natural habitat areas shall be repaired to original condition at no additional expense to the government. The Contracting Officer will notify the Contractor in writing of any observed noncompliance with the previously mentioned Federal, State or local laws or regulations, permits, and other elements of the Contractor's environmental protection plan. The Contractor shall, after receipt of such notice, inform the Contracting Officer of proposed corrective action and take such action when approved. If the Contractor fails to comply promptly, the Contracting Officer may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No time extensions shall be granted or costs or damages allowed to the Contractor for any such suspensions.

### 3.8 U.S. DEPARTMENT OF AGRICULTURE (USDA) QUARANTINED CONSIDERATIONS

The Contractor shall thoroughly clean all construction equipment at the prior job site in a manner that ensures all residual soil is removed and that egg deposits from plant pests are not present. The Contractor shall consult with the USDA Plant Protection and Quarantine (USDA - PPQ) jurisdictional office for additional cleaning requirements that may be necessary.

### 3.9 TRAINING OF CONTRACTOR PERSONNEL

The Contractor's personnel shall be trained in all phases of environmental

protection and pollution control. The Contractor shall conduct environmental protection/pollution control meetings for all Contractor personnel prior to commencing construction activities. Additional meetings shall be conducted for new personnel and when site conditions change. The training and meeting agenda shall include: methods of detecting and avoiding pollution; familiarization with statutory and contractual pollution standards; installation and care of devices, vegetative covers, and instruments required for monitoring purposes to ensure adequate and continuous environmental protection/pollution control; anticipated hazardous or toxic chemicals or wastes, and other regulated contaminants; recognition and protection of archaeological sites, artifacts, wetlands, and endangered species and their habitat that are known to be in the area.

### 3.10 POST CONSTRUCTION CLEANUP

The Contractor shall clean up all areas used for construction in accordance with Contract Clause: "Cleaning Up". The Contractor shall, unless otherwise instructed in writing by the Contracting Officer, obliterate all signs of temporary construction facilities such as haul roads, work area, structures, foundations of temporary structures, stockpiles of excess or waste materials, and other vestiges of construction prior to final acceptance of the work. The disturbed area shall be graded, filled and the entire area seeded unless otherwise indicated.

-- End of Section --